

Document No. 596
Adopted at Meeting of 5/15/66

4/15/66

Resolution Authorizing the Sale of Parcel 6, West End Project
to the City of Boston for Library Purposes

WHEREAS, the Boston Redevelopment Authority, a public body, politic and corporate, is the owner of a certain parcel of land in the West End Project, U.R. Mass. 2-3, known as Parcel 6; and

WHEREAS, the City of Boston, a Municipal Corporation, is desirous of purchasing said Parcel 6;

NOW, THEREFORE, BE IT RESOLVED by the Boston Redevelopment Authority that the Deed of Parcel 6, West End Project U.R. Mass. 2-3, as presented to this meeting, be and hereby is approved; and

BE IT FURTHER RESOLVED that the Chairman, Vice Chairman and the Executive Director, or any of them, be and hereby are authorized to execute and deliver on behalf of the Authority the Deed presented at this meeting to the City of Boston covering Parcel 6, West End Project, U.R. Mass. 2-3 for the sum of Thirty Thousand, Three Hundred and Thirty Dollars (\$30,330.00).

The foregoing Deed is filed in the Document Book of the Authority as Document No. 596.

KNOW ALL MEN BY THESE PRESENTS

THAT BOSTON REDEVELOPMENT AUTHORITY, a public body, politic and corporate, created pursuant to the General Laws of the Commonwealth of Massachusetts, Chapter 121, with an usual and principal place of business in Boston, County of Suffolk, Commonwealth of Massachusetts, in consideration of the payment of Thirty thousand, three hundred thirty and 00/100 Dollars (\$30,330.00) GRANTS to the CITY OF BOSTON, a municipal corporation, for library purposes, the following-described land:

A Parcel of land situated in Boston, Suffolk County, Commonwealth of Massachusetts, shown as Parcel 6, on a Plan of Land in Boston, Parcel 6, West End Land Assembly and Redevelopment Plan signed by Francis V. Lombardi, Registered Land Surveyor, dated December 9, 1960, revised June 15, 1965, March 1, 1966, April 6, 1966, to be recorded herewith, bounded and described as follows:

SOUTHERLY	by parcel marked "Easement to City of Boston", one hundred seventeen and 08/100 feet (117.08 ft.)
WESTERLY	by land of the Boston Redevelopment Authority, one hundred and twenty-three feet (123.00 ft.)
NORTHERLY	by land of said Authority, twenty-five feet (25.00 ft.)
WESTERLY	by land of said Authority, eighty feet (80.00 ft.)
NORTHERLY	by land of said Authority, seventy-five feet (75.00 ft.)
EASTERLY	by land of the Retina Foundation, seventy-four and 69/100 feet (74.69 ft.) and by land of the Boston Redevelopment Authority twenty-four and 34/100 feet (24.34 ft.)
NORTHERLY	by land of the Boston Redevelopment Authority fifteen feet (15.00 ft.)
EASTERLY	by land of the said Authority, one hundred and four feet (104.00 ft.)

containing 20,220 square feet of land.

A portion of said premises is registered land described in the following certificate of title issued by the Suffolk Registry District of the Land Court: a part of the land described in Certificate of Title No. 64278 and shown as Parcel 3 on Land Court Plan No. 1608B.

Also another parcel of land shown on said plan as

"Easement to City of Boston" bounded and described as follows:

SOUTHERLY by Cambridge Street, one hundred seventeen and 08/100
feet (117.08 ft.)
WESTERLY by land of the Boston Redevelopment Authority,
seventeen feet (17.00 ft.)
NORTHERLY by Parcel 6, on said plan, one hundred seventeen and
08/100 feet (117.08 ft.)
EASTERLY by land of the Boston Redevelopment Authority, seventeen
feet (17.00 ft.)

containing 1,990 square feet of land.

A portion of said premises is registered land described in the following certificate of title issued by the Suffolk Registry District of the Land Court: a part of the land described in Certificate of Title No. 64278 and shown as Parcel 4 on Land Court Plan No. 1608B.

This parcel marked "Easement to City of Boston" is to be used by the City of Boston as a public improvement in the layout of Cambridge Street.

The granted premises shall be subject to the following covenants:

- 1) The Grantee, for itself, and its successors and assigns, agrees that it will include the following provisions of this Section in every contract or purchase order which may hereafter be entered into between the Grantee and any party (hereinafter in this Section called "Contractor") for or in connection with the construction of the Improvements, or any part thereof, provided for in the Agreement:

"____. Equal Employment Opportunity. During the performance of this contract, the Contractor agrees with the Grantee as follows:

"(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Grantor setting forth the provisions of this nondiscrimination clause.

"(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(c) The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Grantor, advising the said labor union or workers' representative of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(d) The Contractor will comply with all provisions of Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

"(e) The Contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and by the rules, regulations, and orders of the said Committee or of the Housing and Home Finance Agency pursuant thereto, and will permit access to the Contractor's books, records, and accounts by the Grantor, the Housing and Home Finance Agency, and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulation, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

"(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any construction contract, subcontract, or purchase order as the Grantor may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Grantor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

- 2) The Grantee, its successors and assigns and lessees, shall not discriminate upon the basis of race, color, creed or national origin in the sale, lease or rental or in the use and occupancy of the property or any improvements erected or to be erected thereon. This covenant shall run in favor of the United States of America and as such the United States of America is the beneficiary of the covenant and is entitled to enforce it.

- 3) The Grantee, its successors and assigns and lessees, shall devote the granted premises to uses specified in Section 26LL of Chapter 121 of the Massachusetts General Laws and in the West End Land Assembly and Redevelopment Plan, recorded in Suffolk Deeds, March 15, 1960, and recorded in Book 7454, Page 321. Specifically, said premises shall be used for municipal library purposes.

This covenant shall run with the land for a period of fifty (50) years from July 22, 1957 and shall be automatically extended for successive ten (10) year periods unless terminated by a vote of a majority of the owners of land within the West End Project Area as defined in said West End Redevelopment Plan, with the approval of the Boston City Council.

- 4) The grantee, its successors and assigns and lessees shall begin construction of the improvements on the premises within seven months from the date hereof, and shall complete such construction within one year thereafter, provided that such construction of improvements shall be in accordance with construction plans approved by the Boston Redevelopment Authority.

- 5) Prior to completion of the improvements as certified by the Authority (as hereinafter provided) the grantee, its successors and assigns shall not without the consent of the Authority make or create any total or partial sale, assignment, conveyance or lease, or any trust or power, or transfer in any other mode or form with respect to the premises, or any part thereof or interest therein.

- 6) Prior to completion of the improvements as certified by the Authority (as hereinafter provided) the grantee, its successors and assigns shall permit access to the property to representatives of the Authority and the United States of America whenever and to the extent necessary to determine that the construction of improvements is being carried out in accordance with said approved construction plans and the said Land Assembly and Redevelopment Plan.

- 7) Promptly upon completion of the improvements in accordance with said approved construction plans, the Authority will furnish the grantee with a Certificate of Completion, which Certificate shall be conclusive determination

of satisfaction and termination of the covenant set forth in (3) above with respect to construction of the improvements and the dates for the beginning and completion thereof. Upon issuance of said Certificate, the covenants in (4) and (5) above shall also terminate.

All the above covenants shall run in favor of the Boston Redevelopment Authority, for the entire period during which such covenants shall remain in force and effect, without regard to whether the Boston Redevelopment Authority has at any time been, remains, or is an owner of any land or interest in the West End Project Area as defined in said West End Redevelopment Plan to, or in favor of, which such covenants relate. The Authority shall have the right in the event of any breach of said covenants, to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach, including the right to obtain specific performance of the covenants to which such breach relates.

WITNESS THE execution hereof under seal this day of
 , 19 , executed in duplicate.

BOSTON REDEVELOPMENT AUTHORITY

THE CITY OF BOSTON

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By: _____

Title: _____

Title: _____

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

Boston, _____ 19

Then personally appeared the above-named _____
and acknowledged the foregoing instrument to be his
free act and deed of the Boston Redevelopment Authority, before me

Notary Public

My commission expires: _____

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

Boston, _____ 19

Then personally appeared the above-named _____
and acknowledged the foregoing instrument to be his
free act and deed of the City of Boston, before me

Notary Public

My commission expires: _____